

## **REQUEST FOR BID PROPOSALS**

### **Proposal for Maintenance and Service of Heating and Air Conditioning System and Associated Devices At Various State Liquor Stores**

#### **GENERAL INFORMATION:**

RFP Issue Date: Monday, November 29, 2004

Proposal Number: RFP- 2004-2007

Deadline for Bid Submission: Monday, December 20, 2004 at 9:00 AM

Date of Bid Opening: Monday, December 20, 2004 Time of Bid Opening: 9:30 AM

**To be eligible to submit a bid; all potential bidders must attend a mandatory meeting to be held on Monday, December 10, 2004 at 9:00 am at New Hampshire State Liquor Commission Office at 50 Storrs Street, Concord NH. Please RSVP to Tina Demers at 271-1724 at least two days prior to date of the meeting, if you plan to attend.**

Bids must be received at the New Hampshire State Liquor Commission Main Office before 9:00 a.m. on Monday, December 20, 2004. Bids received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed.

Bids that are not complete or are unsigned will not be considered.

Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

#### **PLEASE NOTE:** For bid opening return:

Return the Completed Bid Package with the **"Bidder's Response"** sheet signed and completed, and all attached documents as requested are enclosed in a sealed manila envelope with the following indicated on the exterior of the envelope:

**"Proposal for HVAC Systems & Associated Devices  
50 Storrs Street, Concord, NH ---  
RFP – HVAC - 2004-2007"**

State of New Hampshire  
Liquor Commission  
50 Storrs Street, P.O. Box 503  
Concord, NH 03302-0503

RFP Issue Date: Monday, November 29, 2004  
Proposal No.: RFP-HVAC 2004-2007  
Date of Bid Opening: Monday, December 20 2004  
Time of Bid Opening: 9:30am

**PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO:** Mr. Thomas Smith, Maintenance Engineer **PHONE:** 271-1710

**PROPOSAL FOR:** Maintenance and Service of Heating and Air Conditioning System and Associated Devices at Various State Liquor Stores

*Unless specifically deleted by the N.H. State Liquor Commission, the following General Terms and Conditions apply to this Proposal and any resulting Contract.*

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS FOR MATERIALS, EQUIPMENT AND SUPPLIES

**NATURE OF PROPOSAL AND ELIGIBILITY TO BID.**

The proposal is submitted in accordance with Chapter 21-1 and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the N.H. State Liquor Commission. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be Issued only by the N.H. State Liquor Commission to authorized vendors and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstrations purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the State. Said demonstrations units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the N.H. Liquor Commission before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

**SPECIFICATIONS.** Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the N.H. Liquor Commission at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

**AWARD.** The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless other criteria are noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

**DELIVERY.** If the vendor fails to furnish items and/or service in accordance with all requirements, including deliver, the State may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the State for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

**INVOICING.** All invoices must be in triplicate showing Order number, Unit and Extension Prices and Discounts Allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

**PATENT INFRINGEMENT:** Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the State under this contract if so requested by the State of New Hampshire.

**TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**SPECIFICATION COMPLIANCE.** The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the N.H. State Liquor Commission with certified test results or certificates of compliance. When none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the vendor.

**FORM OF CONTRACT.** The terms and conditions set forth on the following pages are part of the proposal and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted by the N.H. State Liquor Commission.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

**Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**By:** \_\_\_\_\_

**THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON  
AUTHORIZED TO LEGALLY BIND THE BIDDER.**

\_\_\_\_\_  
Type or Print Name and Title

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

**A. Description of RFP:**

1. This RFP consists of maintenance and service for the heating system and air conditioning system and associated devices for the New Hampshire State Liquor Commission and various liquor stores.
2. The contract covers PLANNED preventative maintenance and service calls. The Commission may request to have estimates for work to be provided, at which time the contractor at his/her expense will provide.
3. The term “Maintenance and Service for Heating system and air conditioning system and associated devices”, shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work area as shown on the plans as described herein.
  - a. The Vendor shall provide for the performance of all administrative details.

**B. General Scope of Services:**

1. Experience Requirements: It is mandatory that the Bidder as a company, corporation, or other entity must have a minimum of three (3) years of successful experience in air conditioning/heating maintenance services. This experience must be completed prior to the date established for the receipt of the proposal. Any bidder unable to or failing to comply with this provision will not be considered for this contract.
2. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as coils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.
3. Major repair service will require an estimate being submitted to the New Hampshire Liquor Commission. The cost of providing the estimate will be at no charge to the Commission.
4. The Parts and Material Price when other parts and materials are authorized, the New Hampshire State Liquor Commission will be billed at Vendor's Cost plus a reasonable mark-up. When other parts and materials are used, the Vendor must provide the New Hampshire State Liquor Commission with a copy of the invoice that the Vendor purchased the part or material to enable the Liquor Commission to verify the cost of the part and the applicable Vendor mark-up.
5. The Bidder shall provide planned preventative maintenance schedules two weeks prior to performing the service; air conditioning preventative maintenance schedule will be in the spring (completed by June 15<sup>th</sup>) and heating preventative maintenance in the fall (completed by September 15<sup>th</sup>).
6. **Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site confirm that systems are operating correctly from the local thermostat or control, then present a written summary of the work performed and obtain the State's signature thereon. (time of day must be written in and manager must initial at time of arrival and again at time of departure).**
7. Caution to Offerors: The air conditioning/heating maintenance services called for by this solicitation are highly critical to the needs of the Liquor Commission. All contractual requirements will be strictly enforced. Any contractor receiving an award here under will be held fully responsible for proper performance of contract requirements. It is expected that an initial extra effort on the part of the contractor and its personnel will be provided to create and maintain a condition of excellence. Not meeting the requirements of the Liquor Commission and/or any failure to uphold such standard for a period of seven (7) days, whether consecutive or not, will be a basis for termination of the agreement. Stores may be added or deleted as we open or close different locations.
8. Response Time:
  - a) All emergency situations shall have an immediate response time.
  - b) All planned repairs/enhancements must have a minimum response time of one (1) week.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

9. The Bidder shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
10. The Bidder shall have in his employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at job site no later than four (4) hours after the call was entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over four (4) hours, from any overtime payment.
11. The Bidder shall employ only competent people to do the work, and whenever the Contracting Officer shall notify the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed for State work except with the consent of the State.
12. All subcontractors shall be of recognized standing with a record of satisfactory performance. The Contractor shall not employ any subcontractor or provide any equipment, which the State may reject as incompetent, unfit, or where there is reason to assume the service will not be provided in accordance with the contract documents. Prior to employment of the named subcontractors, the subcontractor must be approved by the State.
13. The Bidder shall, in performing the services as described herein, utilize mechanics skilled in the services of large water chillers, pulse fired boilers and air conditioning systems who have obtained a "journeyman" level of competence. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman.
14. The Bidder shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein.
15. The Bidder shall conduct his work so as to interfere as little as possible with State business. The Bidder shall at their expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
16. The Bidder shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Bidder shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was estimated or expected, or account of the weather, elements or other causes.
17. The State reserves the right to hire another Contractor if the Contractor who is responsible for this contract does not report ready for service within four (4) hours of the time ordered or the time agreed upon. When such contractor is employed, any expense incurred above the contract price shall be borne by the Contractor responsible for this contract and such additional expense shall be deducted from any money due the Contractor responsible for this contract.
18. The Bidder agrees to hold the State of New Hampshire Liquor Commission harmless from liability arising out of injuries of damage caused while performing this service.
19. The Bidder agrees that any damage or injury to buildings, materials, equipment, or property during the performance of this service will be repaired at the contractor's expense.
20. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
21. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

22. The Contracting Officer shall:

- a. Provide the Contractor with all pertinent information regarding the requirements for the contract within two working days of receiving a request for information from the Contractor.
- b. Examine any documents submitted by the Contractor and rendering decisions pertaining there to promptly to avoid delay in the progress of the contractor's work.

All Contractor correspondence and submittal shall be sent to : State of New Hampshire  
Liquor Commission  
P. O. Box 503  
Concord, NH 03302-0503

23. Pre-Proposal Conference: A **mandatory** meeting will be held at the New Hampshire State Liquor Commission at 50 Storrs Street, Concord, New Hampshire, Friday, December 10, 2004 at 9:00am. The purpose of this meeting is to allow potential Bidders an opportunity to present questions or concerns and obtain clarification relative to any facet of this RFP. Bidder's attendance is limited to two people. If you plan on attending this meeting please contact Tina Demers at 271-1724 two days prior to the day of the meeting.

**C. Scope of Services:**

1. The Bidder must be a Qualified Services Company that is able and responsible to perform all activities and requirements set forth in the performance of this specification for services. Companies must be registered with the Secretary of State in order to do business with the State of New Hampshire. Energy Management Systems service contractor shall be Johnson Controls Authorized Building Controls Specialist (ABCS).
2. All Energy Management Systems are Johnson Controls Metasys brand (N30). Equipment and points lists will be furnished to prospective bidders upon request.
3. The Bidder must coordinate services with NHSLC's Energy Services Company, Ameresco, Inc. - contact: Mark Henebury 800-916-8009 which is engaged in an on-going Energy Savings Performance Contract with NHSLC. Ameresco has many energy savings strategies employed through the various systems. Furthermore, the Energy Management Systems will also be used for monitoring and measuring the energy consumption of a facility or specific equipment or systems.
4. Prospective bidders are recommended to visit each facility covered under this section of the contract and perform a comprehensive assessment of the equipment and systems prior to submission of bid. The Bidder **must** contact the store manager for each location listed in Item 13, and make arrangement prior to arrival. The Bidder must at the time of visit request the sign-in sheet from the state representative and sign in and out.
5. **System Operation**: All work and costs associated with ongoing, normal equipment adjustments necessary to satisfy the building occupants and assure the continued effective and efficient operation of equipment or systems.
6. **Preventive Maintenance**: All work and costs associated with periodic inspections, tests, calibrations and adjustments required for sustaining or restoring equipment or systems to as-designed performance.
7. The Bid cost shall include System Operation and Preventive Maintenance for all equipment and systems and shall further include adjustments and Corrective Maintenance for the Energy Management Systems.
8. **Account Manager**: Provide service coordination and ensure proper delivery and documentation of the overall service program with NHSLC.
9. **Service Documentation**: At the completion of each planned operational checkout, scheduled service visit or unscheduled service call, the bidder shall provide a complete service report to the Liquor Commission for review and record. The service report will include all adjustments made or action taken, with a clear indication of the final outcome and any adverse effect on the energy savings. For administrative purposes after each PM (summer and fall) two separate spreadsheets need to be submitted one for all service work done in that time frame and one

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

for PM completed.

**10. Service Response Times:** Standard response times for all non-critical service shall be within 24 hours from time of notification. Critical service, which includes a loss of heating or a life safety situation, will be responded to within four (4) hours from time of notification. Contractor shall maintain a 24 hour phone number for emergency service requests.

**11. Minimum equipment service requirements and procedures**

**a) Boilers**

System Operation: Perform the following procedures two (2) times during the heating season:

Inspect equipment and confirm proper operation.

Check combustion air and venting for any obstructions or leaks.

Check for any boiler hot water leaks.

Written report of service. Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

Start-up - September 1<sup>st</sup> (weather permitting)

Shutdown - June 1<sup>st</sup> (weather permitting)

Burner service.

A completed check list of Manufacturer recommended preventive maintenance tasks needs to be submitted after each PM.

Combustion efficiency test.

Written report of service. Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:

Monitor boiler operation through EMS. Report any problems to Contractor.

Visually inspect equipment for proper operation.

**b) Chiller**

System Operation: Perform the following procedures two (2) times during the cooling season:

Inspect equipment and confirm proper operation.

Written report of service. Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

Start-up - June 1<sup>st</sup> (weather permitting)

Shutdown - September 1<sup>st</sup> (weather permitting)

A completed check list of Manufacturer recommended preventive maintenance tasks needs to be submitted after each PM.

Written report of service. Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:

Monitor chiller through EMS. Report any problems to Contractor.

Visually inspect equipment for proper operation.

**c) Air Handling Unit(s), Radiant heaters, Computer room humidifier**

System Operation: Perform the following procedures each season or four (4) times annually:

Inspect equipment and confirm proper operation.

Written report of service. Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

Start-up - Radiant heaters

Shutdown - Radiant heaters

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

A completed check list of Manufacturer recommended preventive maintenance tasks needs to be submitted after each PM..

Adjust blower sheave and replace damaged belts - Air Handling Unit(s)  
Air filter replacement - Air Handling Unit(s) using pleated filters  
Burner service - Radiant heaters  
Combustion efficiency test - Radiant heaters  
Written report of service. Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor equipment through EMS. Report any problems to Contractor.  
Visually inspect equipment for proper operation

d) **Motor(s) and Variable Frequency Drive(s)**

System Operation: Perform the following procedures two (2) times annually:  
Inspect equipment and confirm proper operation.  
Written report of service. Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:  
Startup - Variable Frequency Drive(s).  
Shutdown - Variable Frequency Drive(s).  
Check all connections. Make any adjustments necessary.  
Check motor sheave and belts for proper tension. Replace damaged belts.  
Measure and record instantaneous motor and drive amps and voltage.  
Written report of service. Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor equipment through EMS. Report any problems to Contractor.  
Visually inspect equipment for proper operation.

e) **Energy Management and Control System**

**Preventative Maintenance: Perform the following procedures two (2) times annually:**  
Review proper operation, verify that equipment starts and stops properly, and make adjustments if necessary check that set points are maintained, and verify scheduling.  
Inspect control panels.  
Verify remote communications.  
Conduct point-to-point check out, including visual inspection of all field devices.  
Review software programming.  
Archive historical data stored in the EMS.  
Install software and firmware updates, as available and as needed.  
Rectify any deficiencies.  
Report any HVAC-related deficiencies not related to this contract.

Inspect conventional controls.  
Pneumatic air compressor maintenance.  
Written report of service. Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor scheduling at least monthly and adjust for schedule changes and holidays on an as needed basis.  
Review historical trend data periodically to identify unusual or out-of-range condition.  
Respond to alarms and rectify underlying problems.  
Coordinate with Ameresco on any programming modifications.  
Maintain a log of programming changes.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

12. The following facility performance requirements must be maintained:
- a) In conditioned areas, space temperatures will be maintained between 68°F and 76°F, dry bulb during the heating season and scheduled occupied periods as controlled by the space thermostats or room sensors. These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air must conform with ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality". Where humidity control is possible in buildings, 30% - 60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points.
  - b) During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperature or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F to 76°F range by the start of the next occupied period.
13. The chillers and air conditioning systems covered by this agreement, their respective location and manufacturers, are as follows: (Note: Modifications and/or new replacement equipment added during the term of the contract is also the responsibility of the Vendor.)

Locations and Equipment List:

- a) **Concord #01 – 50 Storrs Street**  
**Including Office space, Liquor store, Warehouse, Computer room**  
(E M S) System  
(3) Fulton gas-fired condensing Boilers  
(1) Trane roof-top A/C chiller  
(2) Radiant Heaters  
(1) Computer room Humidifier  
(5) Motors  
(1) VFD  
(1) AHUD  
(1) Mitsubishi A/C Model # PKG36FKI  
(1) Carrier Model # 50DB008400DA Combination HVAC Roof top unit  
(1) GE A/C Model # BGTC060B3D  
(7) Exhaust Fans & Blowers  
(14) Dunham & Bush Unit coil heaters  
(1) Johnson Control Dry Flow Air Dryer  
(2) Air Compressors, Pneumatic Controls  
(2) Return Air Fan Units  
(3) Trane Multi-Zone Air Handling Units with Hot & Cold Decks.
- b) **Littleton #07 – 568 Meadow Street, Globe Shopping Center**  
(E M S) System  
(1) Lennox Model # GCS161353227054  
(1) Carrier Model # 48DJE007500  
(4) 20x20x1 filters
- c) **Dover #09 – 47 Chestnut Street**  
(E M S) System  
(1) Carrier Model # 40RT016410
- d) **Stratham #25 – Kings Highway Plaza**  
(E M S) System  
(1) American Standard Model # YCD0603H0BE  
(1) American Standard Model # YCD090C3H0BE  
(3) 16x25x1, (2) 20x25x1 filters



**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

- e) **Salem #34 – 417 South Broadway**  
(E M S) System  
(1) Fulton gas-fired condensing Boiler  
(1) Carrier A/C Model # 50CD900570  
(2) 16x24x2, (2) 20x24x2, (2) 24x24x1 filters
- f) **Portsmouth #38 – Portsmouth Circle, 500 Woodbury Avenue**  
(E M S) System  
(2) American Standard Model # 07-YCD090C3HOB  
(6) 16x25x1 filters
- g) **Bristol #44 – 20 Lake Street**  
(E M S) System  
(4) York Roof top units Model # D2CG060N10325A  
(1) 20x20x1, (1) 16x20x1, (8) 14x20x1, (4) 14x25x1 filters
- h) **Ashland #46 – 46 North Main Street**  
(E M S) System  
(1) Carrier (FHA) Model # 40QHC60300  
(1) 20x25x1, (2) 24x24x1 filters
- i) **Gilford #56 – Airport Plaza, 9 Lake Shore Drive**  
(E M S) System  
(1) Carrier Model # 48MOT006510  
(1) McQuay CUR075F-N21
- j) **Raymond #62 – Raymond Shopping Center, Route 27, RFD 2**  
(E M S) System  
(1) Carrier Model # 38ED060300  
(1) Jackson Church LP Heater  
Washable filter
- k) **Hooksett North #66 – I-93 North, Route 3A**  
(E M S) System  
(1) Buderus Boiler  
(1) Trane Air Handler Model # L14B  
(8) 16x25x2, (4) 12x24x1 filters
- l) **Hooksett South #67 – I-93 South, 25 Springer Road**  
(E M S) System  
(1) Buderus Boiler  
(1) Trane Air Handler Model # L14B  
(8) 16x25x2, (4) 12x24x1 filters
- m) **Nashua #69 – 27 Coliseum Avenue**  
(E M S) System  
(3) Airtemp Model # 14050CB011  
(1) Airtemp Model # 12660GR111  
(2) York Model #K3EV120A33A  
(12) 16x25x1 filters

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

n) **Hampton South #73 – I-95 South**

(E M S) System

- (1) Olsen Oil fired hot furnace Model #BCL170
- (2) Weil Mclain Model # AB-WGO-7
- (1) Dels Champs Air Handling Unit Model # EZA2285
- (1) Trane Air Handling Unit Model # mcca014booboou
- (1) Trane CHU Model # ffdb12o1bnodba
- (2) Taco Heat Pumps Model # 1614c3n2
- (1) Taco Heat Pump Model # 0014-f1
- (1) Taco Heat Pump Model # 0013-f3
- (1) Trane RAUC-IOM-12 Condensing Unit
- (6) VAV units Model #s VAV-IN-23 & VAV-IOM-8M
- (8) 16x25x2 filters

o) **Hampton #76 – I-95 North**

(E M S) System

- (1) A/C 48.5 Ton Mcquay Model # ALP055C
- (2) Model Ad Air Cooled Condensing Units Model # AD060H
- (3) Cook Exhaust fans Model # GEM640
- (1) Cook Exhaust Fan Model # GEM111
- (1) Cook Exhaust Fan Model # GEM420
- (1) Lochinvar Gas Boiler Model # PBN0750
- (2) McQuay Unit Heaters Model # UHH-0528
- (1) McQuay Unit Heater Model # UHH-0228
- (2) McQuay Cabinet Heaters Model # CHF003A
- (2) McQuay Air Handlers with Heating & Cooling Coils
- (1) McQuay Model # ALP055C
- (1) McQuay Model # SCB121BR (Entry Vestibule)
- (1) McQuay Model # SCB081B (Exit)
- (1) EZ Aire Fresh Air Reclaim Model #EZA-2285 (Restroom)
- (1) Reznor Heating Unit Model # X100-8-S-2-E
- (12) 16x25x2, (4) 18x25x1, (1) 20x25x1 filters

- 14. Note this list of locations may be revised as required during the term of the contract and will also be the responsibility of the Vendor.
- 15. All Energy Management Systems are Johnson Controls Metasys brand. Equipment and points lists will be furnished to prospective bidders upon request. All equipment is new and has been installed within the last 12 - 18 months and carries a three (3) year manufacturers warranty.

**D. INVOICING:**

- 1. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.
- 2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
- 3. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The State of New Hampshire Liquor Commission does not pay late charges or interest.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

**E. INSURANCE:**

1. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:
  - a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
  - b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.
  - c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

**F. BIDS**

1. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.
2. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFP.
3. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail if requested in writing and accompanied by a self-addressed, stamped business size envelope.
4. The time and effort expended in bid preparation is entirely the responsibility of the bidder.
5. Before submitting a bid, each vendor is encouraged to visit the sites and be familiar with the equipment and pertinent local conditions, such as location, accessibility and general character of the buildings. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the sites and is familiar with the conditions and requirements of these specifications. Arrangements to look at these locations must be made prior to bidding by contacting Thomas Smith at telephone number 271-1710.
6. All Bidder correspondence and submittal shall be sent to :

State of New Hampshire  
Liquor Commission  
P. O. Box 503  
Concord, NH 03302-503  
Attn: Tina Demers (tdemers@liquor.state.nh.us)

**G. NON-COMMITMENT OF THE STATE:**

1. The solicitation of bids by this RFP does not commit the State of New Hampshire Liquor Commission to award a contract or to pay costs incurred in the preparation of a bid proposal.
2. The State of New Hampshire Liquor Commission reserves the right to accept, reject any or all proposals received in response to this RFP, or to cancel this RFP entirely if it is in the best interest of the State.
3. The State of New Hampshire Liquor Commission reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

**H. TERMINOLOGY:**

1. "Contractor" refers to any individual, partnership or agency which responds, in writing, to this RFP. "State refers to the State of New Hampshire; "NHSLC" refers to the New Hampshire State Liquor Commission.
2. "Contract" is the resulting contract entered into between the NHSLC and the successful Bidder.

**I. TERM:**

1. The term of the contract shall be effective upon Governor and Executive Council Approval through December 31, 2007. Upon completion of the terms, if the vendor notifies the Liquor Commission by an instrument in writing and both parties here to agree this contract may be amended for an additional Two-year term upon approval of the Governor and Executive Council of the State of New Hampshire.

**J. EVALUATION CRITERIA:**

1. The Liquor Commission will evaluate the bid proposals received in response to the RFP. The bid proposals must include specific responses for each item.
2. The Liquor Commission will select the bid proposal most advantageous to the State for award; the resulting contract to be executed by the Commission subject to approval by the Attorney General's Office and Governor and Executive Council, as required.
3. Failure of the bidder to provide any information requested by the RFP may result in disqualification of the bid.
4. The criteria to be used in the evaluation of the bid proposals is as follows:
  - a. The ability of the bidder to meet the minimum specified requirements contained in Exhibit A – Part 1.
  - b. The overall costs of the proposal satisfying the requirements contained in Exhibit A.
5. Bids will only be considered from Contractors that have a minimum of three years of successful experience providing inspections and maintenance for heating and air conditioning system. The Contractor shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection. In addition, the Contractor must have a minimum amount of in-house staff (4) to provide a twenty-four hour, 7-day a week service. Failure of the bidder to demonstrate this capability will be grounds for bid rejection.
6. The Commission will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the New Hampshire Liquor Commission. The selected Bidder will be notified in writing.
7. NHSLC may cancel this RFP, or reject proposals at any time prior to an award.
8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.
9. The State reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the state.
10. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

**K. AWARD:**

1. The bid shall be awarded to the lowest bidder meeting all the specifications for all locations. The gross bid must be the exact additive total of the bids for all requirements for all locations, no partial bids will be considered. The State reserves the right to remove one or more locations from the project at the price quoted in the bid with the remaining locations serviced at the individually quoted prices.

**EXHIBIT A - PART ONE**  
**SCOPE OF SERVICES (cont'd.)**

- L. **Contractor's Representatives:** The Contractor shall be required to supply the Contracting Officer with the name and telephone number of the Contractor's representative who will be on call in case of emergency twenty-four (24) hours a day.

**Name, address, and telephone number of Contractor's agent who is on twenty-four-(24) hour call.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

- M. **References:** Please list three references and contact persons that your firm has performed similar work for.

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**

**SCHEDULE OF CHARGES – YEAR ONE:**

Charges shall consist of actual time at the job site. An estimate of hours required and number of workers needed to complete a requested service will be provided to the Liquor Commission by the Contractor at the time the Contractor schedules the work.

1. **Preventative Maintenance:** (PM Bids should include ALL labor, mileage, and materials to comply with attached specifications.)

- |    |  |                   |
|----|--|-------------------|
| a. | <b><u>Boilers</u></b> (Performed twice per year during heating season)                 | \$ _____ <b>A</b> |
| b. | <b><u>Chiller</u></b> (Performed twice per year during cooling season)                 | \$ _____ <b>B</b> |
| c. | <b><u>Air Handling Unit</u></b> (Performed four times a year)                          | \$ _____ <b>C</b> |
| d. | <b><u>Motor(s)</u></b> (Performed two times a year)                                    | \$ _____ <b>D</b> |
| e. | <b><u>Energy Management &amp; Control System(EMS)</u></b> (Performed two times a year) | \$ _____ <b>E</b> |

2. **Hourly Charges:** (This estimate is on services other than the Preventative Maintenance.)

? Below include a breakdown of hourly rates for EMS and Mechanical/HVAC)

**EMS** Monday through Friday - Regular Hours \$ \_\_\_\_\_ /hour X 125 hrs/yr = \$ \_\_\_\_\_ **F**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_ /hour X 25 hrs/yr = \$ \_\_\_\_\_ **G**

**Mechanical** Monday through Friday - Regular Hours \$ \_\_\_\_\_ /hour X 250 hrs/yr = \$ \_\_\_\_\_ **H**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_ /hour X 25 hrs/yr = \$ \_\_\_\_\_ **I**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

3. **Material Charges:** (This estimate is services other than the Preventative Maintenance.)

Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage.

\_\_\_\_\_ % X \$3,000.00/year in materials = \$ \_\_\_\_\_ **J**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

4. **Mileage Charge:** Mileage shall be from portal to portal or the distance from the previous worksite to the next worksite, whichever is less.

Rate per Mile \$ \_\_\_\_\_ X 2,000 miles/year = \$ \_\_\_\_\_ **K**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

**TOTAL YEAR ONE:** (Add lines A-K) \$ \_\_\_\_\_.

**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**

**SCHEDULE OF CHARGES – YEAR TWO:**

Charges shall consist of actual time at the job site. An estimate of hours required and number of workers needed to complete a requested service will be provided to the Liquor Commission by the Contractor at the time the Contractor schedules the work.

1. **Preventative Maintenance:** (PM Bids should include ALL labor, mileage, and materials to comply with attached specifications.)

- f. **Boilers** (Performed twice per year during heating season) \$ \_\_\_\_\_ **A**
- g. **Chiller** (Performed twice per year during cooling season) \$ \_\_\_\_\_ **B**
- h. **Air Handling Unit** (Performed four times a year) \$ \_\_\_\_\_ **C**
- i. **Motor(s)** (Performed two times a year) \$ \_\_\_\_\_ **D**
- j. **Energy Management & Control System(EMS)** (Performed two times a year) \$ \_\_\_\_\_ **E**

2. **Hourly Charges:** (This estimate is on services other than the Preventative Maintenance.)

? Below include a breakdown of hourly rates for EMS and Mechanical/HVAC)

**EMS** Monday through Friday - Regular Hours \$ \_\_\_\_\_/hour X 125 hrs/yr = \$ \_\_\_\_\_ **F**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_/hour X 25 hrs/yr = \$ \_\_\_\_\_ **G**

**Mechanical** Monday through Friday - Regular Hours \$ \_\_\_\_\_/hour X 250 hrs/yr = \$ \_\_\_\_\_ **H**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_/hour X 25 hrs/yr = \$ \_\_\_\_\_ **I**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

3. **Material Charges:** (This estimate is services other than the Preventative Maintenance.)

Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage.

\_\_\_\_\_ % X \$3,000.00/year in materials = \$ \_\_\_\_\_ **J**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

4. **Mileage Charge:** Mileage shall be from portal to portal or the distance from the previous worksite to the next worksite, whichever is less.

Rate per Mile \$ \_\_\_\_\_ X 2,000 miles/year = \$ \_\_\_\_\_ **K**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

**TOTAL YEAR TWO:** (Add lines A-K) \$ \_\_\_\_\_.

**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**  
**SCHEDULE OF CHARGES – YEAR THREE:**

Charges shall consist of actual time at the job site. An estimate of hours required and number of workers needed to complete a requested service will be provided to the Liquor Commission by the Contractor at the time the Contractor schedules the work.

1. **Preventative Maintenance:** (PM Bids should include ALL labor, mileage, and materials to comply with attached specifications.)

- k. **Boilers** (Performed twice per year during heating season) \$ \_\_\_\_\_ **A**
- l. **Chiller** (Performed twice per year during cooling season) \$ \_\_\_\_\_ **B**
- m. **Air Handling Unit** (Performed four times a year) \$ \_\_\_\_\_ **C**
- n. **Motor(s)** (Performed two times a year) \$ \_\_\_\_\_ **D**
- o. **Energy Management & Control System(EMS)** (Performed two times a year) \$ \_\_\_\_\_ **E**

2. **Hourly Charges:** (This estimate is on services other than the Preventative Maintenance.)

? Below include a breakdown of hourly rates for EMS and Mechanical/HVAC)

**EMS** Monday through Friday - Regular Hours \$ \_\_\_\_\_/hour X 125 hrs/yr = \$ \_\_\_\_\_ **F**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_/hour X 25 hrs/yr = \$ \_\_\_\_\_ **G**

**Mechanical** Monday through Friday - Regular Hours \$ \_\_\_\_\_/hour X 250 hrs/yr = \$ \_\_\_\_\_ **H**

Weekends, Holidays, and  
After-Scheduled Working Hours \$ \_\_\_\_\_/hour X 25 hrs/yr = \$ \_\_\_\_\_ **I**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

3. **Material Charges:** (This estimate is services other than the Preventative Maintenance.)

Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage.

\_\_\_\_\_ % X \$3,000.00/year in materials = \$ \_\_\_\_\_ **J**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

4. **Mileage Charge:** Mileage shall be from portal to portal or the distance from the previous worksite to the next worksite, whichever is less.

Rate per Mile \$ \_\_\_\_\_ X 2,000 miles/year = \$ \_\_\_\_\_ **K**

**Disclaimer:** This estimate is based on prior year actual figures and will be used to award bid,  
but is not a guarantee of hours, dollars, or mileage.

**TOTAL YEAR THREE:** (Add lines A-K) \$ \_\_\_\_\_.

**TOTAL THREE YEAR CONTRACT:** \$ \_\_\_\_\_.



**EXHIBIT C**  
**SPECIAL PROVISIONS**

There are no special provisions .

## **ATTACHMENTS TO BE INCLUDED WITH BID RESPONSE**

### A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with Bidder's Response Sheet. The amount of insurance should reflect the requested levels of the RFP.
2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the Bidder's Response Sheet.
3. Certificate of Authority/Existence: This is merely a form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Standard forms available upon request. One Original and two copies should be returned with the Bidder's Response Sheet.

**NOTE:** These forms will be **REQUIRED** during contract signing. We ask that you provide them during the bid submission if possible, or be prepared to furnish them during contract signing.